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5169**AGREEMENT BETWEEN****THE****BOARD OF EDUCATION OF THE GUILDERLAND CENTRAL SCHOOL DISTRICT****AND THE****GUILDERLAND CENTRAL SCHOOL DISTRICT UNIT OF THE
NATIONAL EDUCATION ASSOCIATION OF NEW YORK****FOR THE PERIOD****JULY 1, 2002 TO JUNE 30, 2005****RECEIVED**

MAR 07 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

202

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AGREEMENT

This Agreement is made and entered into this twenty-sixth day of November 2002 [17th day of August, 1999] by and between the Board of Education of the Guilderland Central School District, hereinafter called the "Board," and the Guilderland Central School District Unit of the National Education Association of New York, hereinafter referred to as the Association.

ARTICLE 1 - Recognition

The provisions of the Recognition Agreement dated January 11, 1968 between the Board of Education of the Guilderland Central School District and the Guilderland Central School District Unit of the Civil Service Employees Association shall apply.

ARTICLE 2 - Association Rights

2.1 - Exclusivity of Representation

The Board recognizes the Association as the exclusive representative, for the purpose of collective negotiating with respect to wages, hours, and other terms and conditions of employment of all transportation, maintenance, custodial and cafeteria employees for the maximum period allowed by statute. The title of head custodian shall be removed from the unit consistent with the provisions of appendix "D".

2.2 - Right of Representation

The Association shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of the employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The Association shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

2.3 - Deduction of Union Dues

There shall be deducted from the wages of employees who are members of Association the amount equivalent to the dues levied by NEA and NEA/NY and such sum shall be transmitted to the Association provided however, this shall only occur when the NEA has established and maintained a procedure providing for the refund to any employee demanding the return of any part of the Agency Shop fee deduction which represents the employee's pro rata share of expenditure by the NEA in aid of political or ideological activities only incidentally related to terms and conditions of employment.

The Board will deduct from the pay of each employee of the unit herein designated all current membership dues and all NEA and NEA/NY insurances provided that at the time of such deductions there is a written authorization executed by the employee, in timely manner, in the form required by law, in the possession of the Board.

The Association shall have exclusive payroll deduction of membership dues and all other

authorized NEA deductions for employees and no other employee organization shall be accorded any such payroll deduction privilege for the members of this bargaining unit throughout the representation period. The District will remit two payments, one for members, and a single payment for non-members collected through payroll deduction.

2.4 - Agency Shop Deduction

- 2.4.1. The Employer hereby agrees to take, from the wage and salary of every non-member in this negotiating unit, an agency shop fee deduction in the amount of dues levied by the NEA and the National Education Association of New York, and to transmit said sums in a separate check to the local association treasurer.
- 2.4.2. The Employer agrees to send a list containing the names, addresses, social security numbers, department employed by, and dollar amount paid of those agency shop fee employees along with the separate agency shop fee check.

2.5 - Officers Release Time

- A. The Board agrees to allow the following during working hours, on school district premises, without loss of pay, up to a maximum of five hours per week for the President or designee (officer):
1. Post Association notices.
 2. Distribute Association literature.
 3. Transmit communications, authorized by the Association, NEA/NY, NEA or its officers, to the Board or its representative.
 4. Consult with the Board or its representative, NEA or NEA/NY officers or other representatives concerning the enforcement of any provisions of this Agreement.
 5. No officer shall be engaged upon Association business during the time when they are assigned to a regularly scheduled bus trip.
 6. No officer shall be engaged upon Association business during the time that they are assigned to work with the Guilderland Central School District unless they have previously notified their immediate supervisor that they will be engaged in such business under the maximum of five hours allowed under this article. Such time will be noted on the time card, which the officer submits to the payroll office. The Association agrees to notify the officer's supervisor at least 48 hours in advance of the time being used by the officer, if possible.
 7. The Association will notify the District by September 1 of each school year the names of the officers and shop stewards of the unit. The Association will notify the District within ten (10) working days of any changes to the list after September 1 of each year.
- B. The Superintendent shall grant to the president or designee of the Association three days leave per year to attend conferences, delegate meetings, attend functions of NEA/NY or NEA. Requests for such leave must be submitted twenty-four (24) hours in advance of the leave to be taken. The Association shall reimburse the district for any substitute costs necessary as a result of the above leaves.

2.6 - Access to School Premises

Officers or other representatives of the Association shall be permitted to visit the school premises for the purpose of investigating and processing grievances provided they do not interfere with normal work activities. Any officer or representative desiring to visit the school premises shall first notify the building principal, or Supervisor of Buildings and Grounds or Supervisor of Transportation or School Lunch Manager of the general reason for such visit.

2.7 - Right to Post Notices

The Superintendent shall make a bulletin board available at each building where employees, as defined under Article 1, are employed, a portion of which shall be for the exclusive use of the Association.

2.8 - Labor-Management Committee

A meeting of the Superintendent or his/her designee with representatives of the Association, for purposes of improving communications, will be held at a time to be mutually agreed upon. Areas of discussion may be:

- a. Contract administration
- b. Promotions
- c. In-service training
- d. Other appropriate matters of mutual concern

ARTICLE 3

Management Rights

- 3.1** Except as expressly limited by other provisions of this agreement, all of the authority, rights and responsibilities possessed by the school district are retained by it including, but not limited to, the right to determine the facilities, methods, means, and number of personnel required for conduct of district programs; to administer the personnel system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions, and to discipline or discharge employees in accordance with Civil Service Law and the provisions of this agreement.
- 3.2** Except as otherwise expressly provided by the terms of this agreement, or by law, the determination and administration of policy, the operation of the schools and the direction of the staff are vested exclusively in the Board or in the Superintendent as delegated by the Board.
- 3.3** With respect to matters not covered by this agreement, the school district will not diminish or impair during the term of this agreement any benefit or privilege provided by Board policy, rule or regulation enacted there under for employees without prior notice to the Association; and when appropriate, without negotiations with the Association; provided, however, that this agreement shall be construed consistently with the free exercise of rights reserved to the district in Article 3.3.1 shall prevail.

ARTICLE 4

Strike Prohibition

The Association shall not cause, engage in, or sanction any strike or refusal to perform the duties of employment by any employees, and no employee shall cause or participate in any strike or refuse to perform the duties of their employment.

ARTICLE 5

Membership Practices

5.1 - Non-Discrimination Policy – Association

The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent all employees of the unit herein designated.

5.2 - Non-Discrimination Policy - Board

The Board agrees not to discriminate against any employee in regard to their hiring or any other term and condition of employment on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any employee organization.

5.3 - Membership

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Association without fear of coercion, reprisal or penalty from the Association, NEA/NY or NEA or the Guilderland Central School District.

5.4 - Freedom from Reprisals

Employees may join and take an active role in the activities of the Association, NEA/NY or NEA without fear of any kind of reprisals from the GCSD or its agents.

5.5 - Probationary Period

The probationary period upon initial employment or to any position covered by this agreement shall be twenty-four (24) weeks. The supervisor shall, from time to time during the probationary term, discuss with the probationer their job performance and progress. If the performance of the probationer is not satisfactory, their employment may be terminated during the probationary period. Written notice must be given to the probationer at least one (1) week prior to such termination and, upon request, they shall be granted an interview with the appointing authority.

5.6 - Seniority

5.6.1

- A. Seniority shall be defined as an employee's length of service commencing on the date of last hire. Employees who enter a position covered by this bargaining unit on the same date shall have seniority decided by lot.
- B. All time spent as a substitute and temporary employee will be credited to their seniority upon permanent assignment in the same classification. In order to qualify for the above benefit, employees must accept first (1st) permanent assignment offered to him/her in their classification. In the event an employee refuses the first appointment, their seniority will commence beginning with any permanent appointment.
- C. An employee on an approved medical leave of absence without pay (including maternity and worker's compensation leave) shall continue to accrue seniority during the leave if such leave is less than one year in duration.

5.6.2

The employer agrees to maintain the following seniority rosters:

- A. District wide seniority list by job classification.
- B. District wide seniority list of all employees covered by this bargaining unit.
- C. A building seniority list for each job classification.

The above lists will be available to union representatives upon request.

5.6.3

Seniority list by job classification shall be the determining factor for sequence or order of layoff, recall and in determining vacations at the building level.

5.7 - Layoff and Recall

In the event a layoff in a position covered by this bargaining agreement is to occur, the school district will meet with Association representatives prior to such reduction becoming effective.

- A. No permanent employee shall be laid off until all temporary or probationary employees have been laid off within a job classification.
- B. In the event of a reduction in force, incumbents in a job classification to be laid off shall be reduced in order of seniority within a job classification and those with the least district-wide seniority shall be laid off first.
- C. Employees involved in a layoff will be allowed to exercise their district-wide seniority to replace less senior employees in another job classification provided that they have held a position in that classification at a prior date and also have more district-wide seniority in that job classification.
- D. When a reduction in force occurs that provide an opportunity for an employee to be reassigned, their rights are to include one bump within their job classification. Employee losing position due to this reassignment is eligible only for the vacated position in the district.
- E. Employees laid off shall retain the right to recall for two years. Recall shall be based on reverse order of seniority and notice of recall shall be by registered letter to last address on record. Within three (3) business days after receipt of such notice, the employee must notify the employer by registered mail, telegram, or in person, of their intent to return to work. Said employee must actually report to work within twenty one (21) calendar days of their notification date unless the Administrator for Human Resources approves an extension of reporting date. If the employee fails to comply with the above provisions, they shall lose all seniority rights under this agreement and shall be considered a voluntary termination.

5.8 - Personnel Files

Employees, upon arranging an appointment through the Personnel Office and with reasonable advance notice, will have the right to review their personnel file. A copy of any derogatory material placed in the file must be sent to the employee for their review. The employee will initial and date the document indicating only that they have received the document and that they have had the opportunity to review it with the express understanding that the initial in no way indicates agreement with the contents of the document; the employee shall also have the right to submit a written response to such material which shall be attached to the file copy.

5.9 - Progressive Discipline

The District agrees to apply the principles of progressive discipline in all matters pertaining to discipline except in those instances where the nature of the infraction would warrant a harsher penalty or dismissal. This agreement extends to all employees who have been a unit employee for one (1) year or more provided that employees who have already received prior written warnings, reprimands, fines and/or suspensions shall be entitled only to a continuation of the progressive discipline process. The agreed to progressive penalties shall be as follows:

First Offense:	Verbal warning with follow-up summary letter
Second Offense:	Letter of Reprimand
Third Offense:	Five day suspension without pay
Fourth offense:	Dismissal

ARTICLE 6

Promotions and Transfers

6.1 - Promotions

Promotion (a position with a higher pay scale) within a job classification series shall be made on the basis of seniority and qualifications. Job vacancies will be posted on the Association bulletin board, and advertised outside of the district, for a period of five (5) working days, setting forth the minimum requirements for the position. Employees interested shall apply within those five (5) working days. If the district decides that an employee best qualifies for the position, they will be given a two-month probationary period. If permanent assignment is not made after this period, the employee is entitled to return to his or her previous position. In this event, the employee will retain their seniority and previous salary level. The position vacated by the promotional candidate will be filled by a temporary assignment during this probationary period. All employees who apply for the position shall be notified in writing of the decision. Applicant shall be given a receipt showing their name, job applied for, and date. If the district believes no employee qualifies, it may then continue its search with external candidates.

6.2 - Probationary Vacancy

Whenever a probationary vacancy occurs other than a promotional situation, the district will post the announcement of the position on the bulletin boards throughout the district for five (5) working days. The district has the responsibility to select the most qualified individual for the position. If in this process the district administration determines that 1.) within the internal candidates an individual is best qualified for the posted position, he/she will be recommended for appointment; 2.) If two or more candidates are equally qualified for the posted position, the district will recommend the most senior employee for an appropriate appointment; 3.) If no internal candidate is satisfactorily qualified, it will then recommend an appointment of an external candidate.

Temporary assignment shall be defined as that assignment which fills a vacancy produced by an approved leave of twenty (20) or more workdays. The number of individuals assigned as temporary shall not exceed the number of positions open due to approved leaves. This designation of temporary assignment does not refer to those individuals assigned for special tasks such as summer employment. A substitute appointment is one in which his or her assignment is for less than twenty (20) days and generally on a day-to-day basis. A substitute appointee will not be provided overtime opportunities unless all other employees in that department refuse.

In the interest of providing information to employees but with the understanding that it is management's responsibility to develop and structure necessary staff positions in the district representatives will discuss with the unit president any reduction in full-time jobs to part-time jobs (before such action).

6.3 - Transfers

Unit positions will be posted throughout the District for five (5) working days in accordance with District practice. Employees interested in such a position shall apply within those five (5) working days. An employee shall be entitled to transfer to a position in the same job title or specific job classification in a different building or shift based upon District-wide seniority in the job classification provided he/she has received a satisfactory evaluation in his/her most recent Evaluation performed pursuant to Section 7.9 herein below.

6.4 - Job Postings

- A. The administration will make a mailing of job postings to any employee who supplies the supervisor with a self-addressed stamped envelope and informs the supervisor that they wish to be informed in such a way while they are absent, on vacation, or on sick leave.
- B. Extra copies of all job postings will be provided to the president of the Association or designee for posting in places provided for Association bulletins. Notices must be posted by the president within two (2) working days of receipt.

6.5 - Change/New Job Descriptions

When existing job descriptions are changed or new descriptions are established, they shall be posted prominently on bulletin boards.

ARTICLE 7 Working Schedules and Conditions

7.1 - Work Day/Work Year

- A. Eight consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular workday.
- B. Up to six (6) work days with pay be may added to the work year of all members of the unit who work less than 12 months.
- C. Any food service worker who works four or more consecutive hours shall be entitled to one paid 15-minute break. The break shall be scheduled by the district so as not to interfere with the orderly operation of the cafeteria.

7.2 - Work Shift

Eight (8) consecutive hours of work (six (6) in the cafeteria) shall constitute a work shift. Lunchtime is not included in either the regular or part-time work shift for pay purposes, except as noted in "A" below. Employees will not be required to stay on the grounds during the lunch period. All employees shall be scheduled to work on a regular or part-time work shift for pay purposes, and each work shift shall have a regular starting and quitting time.

- A. Transportation employees will be scheduled for one-half (1/2) hour or more lunch time between third and sixth hour from start of an eight-hour shift.. If required to work continuously during this three-hour period, there shall be no deduction for lunch period.

7.3 - Change in Base Hours

If any bus route's (except handicapped, parochial, private and other runs) base hours are changed by more than one-half (1/2) hour during the school year without a seniority selection process, then this assignment will be reviewed by the transportation supervisor and driver's representatives. The purpose of the review will be to determine the appropriateness of the assignment.

7.4 - Cleaning Vehicles

All drivers will be provided fifteen (15) minutes daily on the district payroll for purposes of sweeping, cleaning and refueling their vehicles. The district transportation supervisor will discuss the specific period in which these activities will take place in each individual's daily log.

7.5 - Distribution of Overtime and Bus Routes

The school district shall distribute overtime equitably to all employees. This shall be administered through the use of rotating lists within classifications within buildings. Refusal or inability on the part of the employee to perform when their turn comes on the rotating list constitutes a turn. If an employee misses their turn through administrative error, they will be given the next equal turn. Three consecutive refusals of a special assignment opportunity constitutes removal from eligibility list for the remainder of that school year. Seniority shall be utilized in determining choice of bus runs, vacation preference, promotions and overtime. The Association president will receive a standing copy and seniority list of all department employees.

- A. Each year the district will assign buses to the established bus routes. Part-time and full-time drivers will select their routes and assigned bus through a seniority bid system. Full-time drivers will bid on their group of routes, part-time on their group of routes. The District may, at its sole discretion, post for bidding, routes, which contain two (2) hour daily blocks for bus washing. The posting of such blocks as part of a route will not relieve individual drivers from the responsibility of washing their own bus as stated in the job description for bus drivers.
- B. Overtime requiring a mechanic or mechanic's helper to complete a started job shall not be rotated. Such overtime shall be considered overtime for the purpose of the rotating seniority overtime list including equalization of hours.
- C. All existing auto mechanic helpers and maintenance helpers who have completed one (1) full year of satisfactory service will be placed on either the auto mechanic or maintenance mechanic schedule. All new auto mechanic helpers, and new maintenance helpers must complete one year of satisfactory service before being placed on mechanics' schedule.

7.6 - Activity Trips

Bus drivers will be paid for activity trips outside the district as follows:

- A. Trip concluded within twenty-four (24) hours. Driver shall be paid from the time they leave bus garage until they return to bus garage:
- B. Trip that extends beyond twenty-four (24) hours and if bus stays with students. Driver shall be paid from the time they leave garage until they have taken students to lodging for the last time for that day. Their pay will continue from pickup at lodging until arrival back at bus garage.
- C. Trip that extends beyond twenty-four (24) hours and returns upon delivery of students back to garage. Driver shall be paid from garage until return to garage for delivery of students. Pick up of students - driver shall be paid from garage until return to garage.
- D. Drivers assigned to a field trip or athletic trip which departs prior to 2:00 p.m. and returns after 7:00 p.m. of the same day will receive a meal allowance of up to \$5.00. The Driver must submit a district claim form with documentation of the expenditure in order to receive reimbursement.
- E. Any overnight or weekend trip requiring lodging and/or meals for the driver (employee) shall be reimbursed upon completion of the assignment. Employee will submit a claim, including receipts, for reimbursement of these expenses to their supervisor.

7.7 - Assignment of Special Bus Runs

The rotating list of drivers will be canvassed for any and all extra and special bus runs. If a driver

is not available, the school district reserves the right to assign someone else to the run.

7.8 - Transportation Provided by Bus Drivers

Public School Transportation of Guilderland students which is performed by district-owned vehicles under the jurisdiction of the Guilderland transportation department such as to and from school, field trips, and athletic events, but not limited to these, will be performed by members of the district driving staff unless an emergency exists.

7.9 - Evaluation

- A. Each employee shall be evaluated based upon the job requirements and expectations for the position to which the employee is assigned. Each employee shall be given a copy of his/her job description and the duties and responsibilities of his/her position on which the evaluation will be based prior to the time period for which any evaluation pursuant to the procedures contained herein is performed.
- B. Such evaluation shall be based upon the time period since the last evaluation and will specifically indicate the time period on which the evaluation is based.
- C. Evaluations under this article will be performed in accordance with the Support Staff Evaluation Form appended hereto and the instructions contained thereon.
- D. Evaluations will be performed by an employee's non-unit supervisor(s). Immediate supervisors in the negotiating unit may be required to provide input into the evaluation but will not be responsible for evaluating other members of the negotiating unit.
- E. An *Unsatisfactory* evaluation will require the review and signed authorization of a District administrator before being given to an employee. Any such *Unsatisfactory* evaluation must contain specific supporting comments.
- F. An *Unsatisfactory* evaluation must include an attached plan for improvement. A follow-up review must be conducted within two months of an *Unsatisfactory* review.
- G. The supervisor performing an evaluation will meet with each employee and discuss the employee's evaluation with the employee prior to its placement in the employee's personnel file. The supervisor performing an evaluation will sign and date the form as will a District administrator in the case of an unsatisfactory evaluation. The employee will sign and date the evaluation with the express understanding that his/her signature indicates only the employee has seen and been provided with a copy of the evaluation and does not indicate or imply that the employee agrees with the content thereof.
- H. The employee shall have the right to respond, orally and/or in writing, to any evaluation performed under the terms hereof. Any such written comments will be attached to the evaluation and placed in his/her personnel file.

7.10 - Physical Examinations

All employees may be required to submit to a diagnostic examination to determine the presence of tuberculosis prior to the first day in each fiscal year. A physical examination for cafeteria and transportation personnel is required annually. Examinations for Transportation personnel (and others as required) must conform to all State and Federal Laws and Regulations. The cost of the examination will be paid by the school district.

7.11 - In-service Training

Employees may be required to attend in-service training. Employees will be compensated for attendance at such meetings in accordance with the provisions of this agreement.

7.12 - Continuing Education Program

All employees are encouraged to participate in appropriate courses provided through the district's Continuing Education Program. The employee must receive prior approval from the Administrator for Human Resources, if such courses are to be approved for compensation. Basis for approval will be determined from the appropriateness of the course as it relates to one's position in the school district. Such compensation, for approved courses shall be in the form of a tuition waiver paid by the district.

7.13 - Summer Positions Notification

District summer positions will be posted with job information internally within a reasonable length of time of position determinations. The Association president or his designee will be notified of summer work opportunities prior to district and community distribution of such information.

7.14 - District Vehicles

Effective January 1, 1993, any district vehicles that were heretofore permitted to be taken home will remain on District property at the end of the work shift.

7.15 - Guaranteed Work Year - School Bus Drivers and Food Service Staff

- A. Effective July 1, 1992, the District will guarantee the Base Work Year as defined on the Notice of Salary for the school bus drivers and food service staff. It is understood that the Base is subject to modification as a result of the need to adjust individual routes or work schedules. Individual Base will not be subject to modification as a result of canceled or shortened student days for the purpose of professional staff development, conference days or parent conferences or seasonal cancellation of sports runs (so long as the sports runs are included in the BASE). This provision for a Base Year guarantee includes the obligation on the part of affected staff to be available for work associated with their job classification and/or staff training programs. It is further understood that staff training may be scheduled at times during the day different from an individual's work shift.
- B. This article shall further be clarified to mean that the guarantee is for base hours and not start or end times of employees covered by this article. It is understood that, unless excused by their immediate Supervisor or designee, all employees are expected to be available for work when start and end times are modified due to emergencies or modified school days. Modified school days shall be defined as days when school schedules are changed for educational, professional, parental or mandated purposes. Employees who are excused on such days may use appropriate personal or sick leave accruals. The District agrees to notify employees at least 10 days in advance of the modification of school days if possible.
- C. On days of early dismissal, excepting emergencies and weather, drivers will receive their base hours plus additional driving time for early dismissal. If part of normal base hours are canceled, drivers will be paid for base hours provided they are available for work.
- D. Drivers will be paid for actual driving time for late runs, with the computation of time for such runs subject to the usual and customary determining factors. However, the parties agree that if elementary, middle and/or high school late runs are performed at all, the District will maintain payment for late runs at not less than four (4) days per week. Late runs shall not be deemed to include player practice runs.

7.16 - Shift Hours of Bus Mechanics

Shift hours (starting and ending) and number of Bus Mechanics per shift will be posted at least two weeks prior to June 30th of each school year. Bus Mechanics will bid on the posted shifts based on seniority. A specific shift may be posted for bidding which has shift hours which are different throughout the year. An example would be a shift which is posted September 1 - June 30 (2:00 PM to 10:30 PM) and July 1 - August 31 (7:00 AM - 3:30 PM).

It is understood that after shift hours have been posted and bid, they may be modified for recess and summer (July 1 - August 30) only upon mutual agreement between the affected Bus Mechanics and the Bus Maintenance Supervisor.

7.17 Posting of Extra Work in the Transportation Department

The District will provide a weekly posting for extra work posted in the transportation department under this agreement. The process for doing this was agreed to through discussions between the Transportation Supervisors and members of the bargaining unit. If necessary, both parties will meet to discuss needed changes in this process.

7.18 - Reduction in Hours for Food Service Workers

Food Service employees who obtain four (4) hours of work will not be reduced below four (4) hours. When a four (4) hour position becomes vacant, the district will have the right to review the position and fill it with less than four hours. The four-hour guarantee does not include breakfast hours.

ARTICLE 8 Compensation

8.1

- a. The salaries of employees covered by this agreement shall be based upon the schedule of operational salary attached hereto. (Appendix "A").
- b. New employees may be placed on step commensurate with their training and experience provided, however, that a new employee may not be placed higher than step 3 on the salary schedule. Unless extended by mutual agreement of the parties, this paragraph shall expire on January 1, 2005 in which case a new employee shall be placed on step 1.
- c. Differentials Employees shall be eligible for differential payments in accordance with the schedule attached hereto Appendix "B". Should the District decide to staff other positions that require a differential, the differential will be added to the Agreement.
- d. Longevity All employees shall become eligible for longevity payments in accordance with eligibility rules listed below and the rate of payment in accordance with the schedule attached hereto Appendix "B".

STEP ONE:

(1) Custodians, Mechanics, and Maintenance

Ten (10) years' continuous full-time work, eight (8) hours per day, twelve (12) months each, or any combination of continuous work totaling 20,000 hours, regular assignment.

(2) Bus Drivers

- a. Full time – ten (10) years continuous full-time work, eight (8) hours per day, ten (10) months each, or any combination of continuous work totaling 15,200 hours, regular assignment.
- b. Part time - Effective July 1, 1982 any driver completing 12,000 hours of work as a driver will be eligible for longevity payments. All driving performed after July 1, 1982 will be included in the 12,000-hour quota.

(3) Cafeteria

Ten (10) years continuous full-time work, six (6) hours per day, ten (10) months each, or any combination of continuous work totaling 11,400 hours, regular assignment.

STEP TWO:

(1) Custodian, Mechanics, and Maintenance

Twenty (20) years' continuous full-time work, eight (8) hours per day, twelve (12) months each, or any combination of continuous work totaling 40,000 hours, regular assignment.

(2) Bus Drivers

- a. Full time – Twenty (20) years continuous full-time work, eight (8) hours per day, ten (10) months each, or any combination of continuous work totaling 30,400 hours, regular assignment.
- b. Part time - Effective July 1, 1982 any driver completing 24,000 hours of work as a driver will be eligible for longevity payments. All driving performed after July 1, 1982 will be included in the 24,000-hour quota.

(3) Cafeteria

Twenty (20) years continuous full-time work, six (6) hours per day, ten (10) months each, or any combination of continuous work totaling 22,800 hours, regular assignment.

8.2 - Payroll Calculation

Paychecks will be computed on an hourly basis. Base pay will be paid on a current basis for all employees upon appointment by the appointing authority. Base pay is defined as one's assigned schedule for a pay period. Bus drivers' base pay is defined as those regular-scheduled A.M. and P.M. routes. Adjustments and overtime will be made in the next following paycheck. The business office shall provide a duplicate work sheet to the employee. An employee going on vacation may receive their pay before going on vacation provided application for early vacation pay is submitted to the business office three (3) weeks prior to the last day of work.

Payroll for all hourly rated school bus drivers and food service staff shall be calculated as follows:

All paychecks will reflect an accurate statement for all work performed including base hours, overtime and other adjustments for the two-week period preceding the payroll. However, there will be a lag of one week between the biweekly work period and the payroll. For example: The payroll of September 21, 1990 will cover the period from September 3 through September 14, 1990.

8.3 - Time Card Modification

The employee will be notified of any changes to their pay or time card by their immediate superior

prior to the card being forwarded to the payroll section for processing. Supervisors will make every effort to notify employees of any changes to be made in time card, personally, before the card is forwarded for payroll processing. If it is not possible to do so then they will contact the employee at some time prior to the issuance of the paycheck.

8.4 - Premium Pay

- A. All employees holding full-time positions (40 hour week-52 week year) will be eligible for premium pay (1 ½ normal pay) upon completion of 40 hours work in a given week. Time worked, sick leave, holiday or vacation will be included in the 40-hour base. All employees holding part-time positions (less than 40 hour week or less than 52 weeks per year) will be eligible for premium pay (1 ½ normal pay) upon completion of eight hours work, six hours for cafeteria employees, except those who are regularly assigned more than six hours, in a given 24 hour period. Overtime shall be voluntary whenever possible. When employees are: required to work on Sundays, such work shall be paid at the rate of one and one-half times the employee's regular base hourly rate, unless they have completed 40 hours of work in that work week, in which case they will be paid double time for this overtime work: required to work on holidays including Superintendent's discretionary holidays, they will be paid their regular holiday pay plus time and ½ for the time actually worked.
- B. When employees are called back after their normal work schedule or other than their normal hours, they will be paid for a minimum of two (2) hours at their regular or premium rate, whichever is applicable. This does not apply if the employee continues to work without a break in time before or after their regular work shift or bus run. The minimum payment for any regularly scheduled job shall be two (2) hours.
- C. Call back is defined as any requested workload that results from an emergency request by the supervisor. It normally refers to a request of an employee once they have left the premises of employment.

8.5 - Substitutes

In the event of an absence of any employee in the unit, the District will endeavor to provide a substitute. In the event an employee is requested to work beyond their regular shift, overtime will be paid in accordance with Article 8.4.

8.6 - Out of Classification Work

When employees are assigned out of their classification for four (4) hours or more in any one day, they shall receive pay at the rate of the higher classification.

8.7 - Suspension

If any employee is suspended by the district upon their reinstatement as an employee in good standing, they will be placed at the same salary step as they were at the time of suspension.

8.8 - Mileage

All mileage expenses incurred while on approved school business shall be compensated at the per mile Internal Revenue Service rate as of July 1 of each contract year.

8.9 - Uniforms/Safety Apparel

The school district will supply uniforms, as designated by appropriate management personnel, to maintenance and garage mechanics. Garage mechanics while working shall have the option of ordering one-piece or two-piece uniforms daily for use within the building. The District will annually provide for mechanics, mechanic helpers, maintenance personnel and maintenance helpers an allowance for the purchase of safety prescription glasses and an allowance for the purchase of

safety shoes. The District will also provide safety goggles for the four categories of employees. There will be a tool allowance for auto mechanics. The District will provide fire and theft insurance for auto mechanics' personal tools. The policy will have a one hundred (\$100) dollar deductible for each employee. The District will reimburse cafeteria workers who work four hours or more up to an established amount per year and custodians up to an established amount per year for uniform costs. Cafeteria workers will have a choice of either white pantsuit or dress and be supplied with four (4) aprons yearly. Employees shall be eligible for allowances after 6 months of service.

The rates for the above shall be:

<u>ITEM</u>	<u>2001-2003</u>	<u>2003-04</u>	<u>2004-05</u>
Safety Prescription Glasses	\$33	\$75	\$100
Safety Shoes	\$70	\$90	\$100
Tool Allowance	\$200	\$230	\$250
Custodial Uniforms (shirts & pants)	\$95	\$130	\$160
Food Service Uniforms	\$90	\$130	\$160

Winter Clothing Allowance - \$150 payable upon ratification of this agreement and thereafter once every three years. Eligible employees include: auto mechanics, auto mechanics helper, maintenance mechanics, grounds-persons and the nine custodians responsible for clearing snow at each of the seven buildings.

8.10 - License Renewals

The District will pay for required license renewals as long as the employee satisfies all renewal requirements and has been with the district as a bus driver for the previous five years. Other than bus drivers, new employees who are requested by the District to hold a license shall have such license renewal paid by the District. Other than bus drivers, existing employees designated to have a required license and who elect to obtain such license will have this license and renewals paid by the District.

All new Maintenance personnel will be required to have a CDL Class A license and all new Head Custodians will be required to have appropriate pesticide dispensing licenses. Existing employees who elect to obtain such license will have such licenses and renewals paid by the District.

8.11 - Summer Driver Compensation

Guilderland School District bus drivers when working for the Guilderland School District as bus drivers during summer months shall receive their same rate of pay and equivalent sick leave benefits. The hours worked by these drivers during the summer will be included in their longevity eligibility calculations per Article 8.1 (d).

8.12 - Direct Deposit

Employees may participate in the direct deposit program that the District has in place.

ARTICLE 9

Holidays, Vacations, Absences, Leaves

9.1.1 - Holidays

The Superintendent or his/her designee will review the Superintendent's tentative calendar for the coming year at a regular monthly or special meeting with Association officers to obtain their reactions. Employees will be eligible for holiday pay after thirty (30) calendar days. Subsequently, employees will be eligible for pay for all approved holidays which fall within their regular work year. {Eleven (11) days for ten-month employees, twelve (12) days for twelve-month employees.}

- a. Independence Day
- b. Labor Day
- c. Thanksgiving Day
- d. Christmas Day
- e. New Year's Day
- f. Martin Luther King Day
- g. Other days to be designated by the Superintendent of Schools:
 Five days for ten-month employees
 Six days for twelve-month employees

9.1.2 - Superintendent's Contingent School Recess Day

So long as the Superintendent's Contingent School Recess Day remains part of the official school calendar, unit members who ordinarily would not work and not be paid for that day, will receive their base hours on that day. Any employee within this definition who is required to work that day will receive time and one-half for the work actually performed and the time remaining to their base at the regular hourly rate.

9.1.3 - Holiday Pay Eligibility

To qualify for holiday pay, the employee must work the last day preceding the holiday and the first day following the holiday unless prevented by sickness (certified by employee's physician), or on an approved vacation day, paid personal leave, bereavement leave day. The Board reserves the right to require certification of illness by a licensed physician of its own choosing, in which case, it will pay the cost of such certification.

9.2 - Vacation

At the end of the first full year or partial year of employment, eleven and twelve-month employees shall be granted paid vacation time equal to five-sixths (5/6) of a day for each month worked during the fiscal year (July 1- June 30). Thereafter, twelve-month employees shall be entitled to ten (10) days of paid vacation upon completion of the second, third, and fourth year of service. Beginning with the completion of the fifth year of service, one (1) additional day of vacation will be added each year through and including the tenth year. Beginning with the completion of twelve (12) years of service, one (1) additional day of vacation will be added each year, reaching a maximum vacation period of twenty-two (22) days after twenty (20) years of service.

At the end of 1 - 4 years of service	10 days' vacation
At the end of 5 years of service	11 days' vacation
At the end of 6 years of service	12 days' vacation
At the end of 7 years of service	13 days' vacation
At the end of 8 years of service	14 days' vacation
At the end of 9 years of service	15 days' vacation
At the end of 10-11 years of service	16 days' vacation
At the end of 12 years of service	17 days' vacation
At the end of 13 years of service	18 days' vacation
At the end of 14 years of service	19 days' vacation
At the end of 15 years of service	20 days' vacation
At the end of 20 years of service	22 days' vacation

All vacation day requests must be submitted to the supervisor two weeks in advance of days being requested. Three quarters (3/4) of all eligible vacation will be taken when school is not in session unless arrangements can be accommodated with the Supervisor of Building and Grounds or the Transportation Supervisor or the Superintendent of Schools. Bus drivers are ineligible for vacation

unless their annual assignment is given for 240 or 260 days.

Employees not using all their vacation days are permitted to carry over a maximum of five days for one year. Unused vacation days cannot be accumulated beyond that point.

9.3 - School Closings

When schools are closed because of inclement weather or emergency conditions, custodial employees, garage mechanics, and maintenance employees are to report for work, if it is at all possible, within one hour after their normal shift starting time. Bus drivers and cafeteria employees are not required to report for work on days when the schools are closed. Ten-month drivers and cafeteria employees will be compensated at their base pay rate on those days when schools are closed due to snow conditions.

9.4 - Eligibility - Sick Leave (9.5) and Personal Leave (9.6)

In order for an employee to qualify for benefits indicated in the following sections 9.5, 9.6, they must:

- A. Be a permanent employee.

9.5 - Sick Leave

Definition: All eligible absences due to illness and/or emergency medical appointments.

- A. Crediting. All employees with one-year service completed shall be credited with sick leave at the beginning of each year.

All employees leaving the service of the district shall, if they have used more sick leave than accrued based on the 1/20th formula for such period, be required to pay back to the district such time.

All employees with less than one (1) year of service shall be credited at the rate of 1/20th hour for each hour of regular work performed.

- B. Sick leave will be earned at the rate of eleven (11) workdays per year for ten (10) month employees and fourteen (14) workdays per year for twelve-month employees, accumulative to two hundred twenty (220) days. Part-time employees will be entitled to sick leave equal to the number of working hours assigned to the position in a regular work day.
- C. The Board reserves the right to require certification of illness by a licensed physician of its own choosing, in which case, it will pay the cost of such certification. The district may request certification of illness only when an employee's absentee record indicates an irregular attendance pattern. In order to keep costs down, employees will be encouraged to bring in doctor certificates on a voluntary basis.
- D. Employees shall be notified, not later than October 1 of each year of the number of accumulated sick leave days credited as of the previous July 1.

9.6 - Personal Business Leave

Crediting. All employees with one year of service completed shall be credited with personal leave at the beginning of each year.

Five (5) days personal business leave of which a maximum of three (3) days may be used for type C leave.

TYPES OF LEAVE:

- A. Witness or party in court.
- B. Serious illness in immediate family defined as immediate household. Extended personal leave for serious illness in the family will be granted from the employee's sick leave accumulation.
- C. Necessary personal business defined as conducting those important business affairs which can be conducted only during the employee's regular work shift.
 - (1) Illustrative examples of bona fide reasons for the use of personal business leave under Type C of this section include consultation with a lawyer; financial business such as closing on a house, but not routine banking transactions which may be scheduled at another time; legal appearances not connected with the individual's employment; pre-scheduled medical appointments, i.e. doctor, dental, psychologist, etc., and circumstances beyond the control of the employee.
 - (2) Illustrative examples of reasons for which personal business leave under Type C cannot be used include, but are not limited to, recreation, shopping, illness, attendance at conferences or meetings or accompanying a spouse attending conferences or meetings, employment by or consulting for another employer, and seeking other employment.
 - (3) Personal leave may be used for ethnic observation of national significance with the prior written approval of the Superintendent or designee.
 - (4) A personal leave day shall not be granted for the day preceding or the day following holidays or personal vacations, school recesses except at the discretion of the Superintendent, and in which case, the reason for the requested leave must be specified in advance.
 - (5) Employees are required to apply for personal leave at least twenty-four (24) hours in advance of the commencement of same, to the Superintendent or designee. Only in extenuating circumstances and for approved reasons, will such leave be granted without such prior application.
 - (6) Unused personal business leave will be credited to sick leave.

9.7 - Bereavement Leave

- A. A maximum of three (3) days' leave will be granted per death to be used only in the event of death in the "immediate family" and "other members of the family." The immediate family is defined as to include spouse, sons or daughters and parents and brothers and sisters of both spouses. Other members of the family are defined as grandparents of both spouses, nieces or nephews, aunts or uncles, foster parents, foster children and grandchildren. Bereavement leave is non-cumulative. Part-time employees will be entitled to bereavement leave equal to the number of working hours assigned to the position in a regular work day.
- B. In addition to leave for death in the immediate family as hereinabove provided, employees shall be granted one (1) day of paid leave per year, non-cumulative, for death of a close friend or relative outside of the immediate family.

9.8 - Leave Due to Jury Duty or Military Duty

A leave of absence shall be granted to an employee called for jury duty, to National Guardsmen or to reservists on duty for two weeks' summer training. The Board will pay the difference between the jury, guardsmen, or reservist pay and regular job pay when work is actually missed by the employee.

9.9 - Leaves of Absence

A leave of absence without pay for up to one (1) year, and renewable for another year, shall be granted for parental leave. A leave of absence without pay for up to one (1) year may be granted for health reasons upon recommendation of the Superintendent and approval by the Board of Education. On an approved leave of less than one (1) year's duration, the employee shall notify the Superintendent of Schools at least thirty (30) days prior to his/her return. On a leave of one (1) year or more, the employee shall notify the Superintendent no later than March 1. Persons granted such leaves shall be given the option of continuing membership in health and life insurance programs, full premium cost to be paid by the employee. The employee shall retain his/her rights to membership in non-contributory benefit programs.

9.10 - Leave without Pay

Personal leave without pay may be granted upon written request and approval by the supervisor. Except in emergency situations, personal leave without pay must be requested at least fifteen (15) days in advance of the leave.

9.11 - Notification of Absence

Designated personnel should be notified by employees within one (1) hour but no less than one-half (½) hour of their inability to make morning work shift; two (2) hour notice for afternoon or evening work shift. Employees who fail to do so will not be eligible for sick leave or personal leave for that day.

9.12 - Illegal Absence

Employees illegally absent from work for a period of ten (10) consecutive workdays will be considered terminated.

9.13 - Incentive

Any employee at the completion of the work year (June 30th), who has two or less equivalent full day *absences for that prior work year, they are eligible for receiving an option of 1) their daily rate of pay times the number of unused business leave days or 2) crediting their unused business leave days to their sick leave bank. Part-time employees' 2-days absences will be equal to two days of the number of working hours assigned to their position. *Bereavement will not be included in the above calculation.

ARTICLE 10 Insurance and Retirement

10.1 - Health Insurance

- A. The Board shall contract for health insurance including major medical provisions and dental health provisions. District will also provide employees the opportunity to join HMO's as recommended by the District-wide Health Committee and approved by the Board of Education.
- B. The Board of Education shall pay an amount equal to 80% of the applicant coverage cost and 75% of the "applicant and spouse" and "family" coverage cost. Effective July 1, 2003, the amount paid by the board for "applicant and spouse" and "family" coverage costs shall be improved from 75% to 80% for spouse/family coverage.
- C. All employees participating in district group health insurance plan upon retirement may continue in the health insurance plan at their full cost. The District will pay 80% individual coverage and 75% spouse/family coverage of the health insurance premium for retirees who have no less than 12 years of District service, no less than 100 accumulated sick leave

days at retirement and participated as a member of the Plan during their last year of service. Effective July 1, 2004, the District payment for this coverage shall improve from 75% to 80% for spouse/family coverage. The District will save harmless from the sick leave requirement, employees who have experienced a catastrophic illness. Catastrophic illness is defined as reasonable risk of loss of life such as heart attack, stroke, major cancer and the like. For purposes of this provision, sick leave day and years of service shall be defined as a day or year of service as determined by the individual employee's assigned workday or year. The District agrees to review employee records and convert sick leave for purposes of this provision.

10.2 - Term Life Insurance

District will provide a \$10,000 term life insurance policy for each employee working twenty (20) or more hours per week. Coverage shall be at the employee's option.

10.25 – Section 125 Plan (Cafeteria Plan)

Employees may participate in the District's IRS Sec. 125 plan.

10.26 – Coverage for Injuries Sustained during Bomb Sweeps

In the event that a custodial or maintenance employee who, while participating in an organized search for a bomb or other device placed with the intent to cause injury, damage or fear, is actually injured by such device, the District will guarantee that for no more than two years, the employee will not suffer a reduction in pay during any period of recovery or disability. In addition, the district will maintain an accidental death and dismemberment insurance policy in the amount of \$200,000 to cover a unit member injured or killed while participating in a search

10.3 - NYS Employees Retirement

The Board shall contract with the New York State Employee Retirement System for the non-contributory "20 Year Career" plan (Section 75I) and the application of 165 days unused sick leave as additional service credit upon retirement (Section 41J and 341J). Effective July 1, 1974, the Board will contract for the maximum death benefit plan (Section 60b and 360b).

10.4 - Eligibility

Retirement and Social Security benefits shall be available to all employees; hospitalization insurance shall be available for those working twenty (20) hours or more per week.

10.5 - Retirement Incentive

Each member of the bargaining unit with no less than ten (10) years of service in the District, and who retires at age 55 or the first eligible year the employee may retire in the N.Y.S.E.R.S., whichever occurs first; shall be eligible for the following health insurance benefit at the described levels so long as the member was a direct participant in the plan during their last year of service:

- A. For the member having accumulated no less than 190 days of sick leave as of June 30 of the last year of service the District shall pay 55% for ten (10) years the prevailing family/individual health insurance premium and the balance paid by the retired member.
- B. For an accumulation of no less than 150 days of sick leave the benefit shall be for three (3) years;
- C. For an accumulation of no less than 100 days of sick leave the benefit shall be for one (1) year.

Notification no later than July 1 effective date September 1, of each year.

10.6 - Payment for Unused Sick Leave Day

Upon retirement from the District, each member of this unit will be paid \$50 per day for sick leave days over 100 days up to a maximum of 50 days. Effective July 1, 2003 this benefit shall be improved to a maximum of 65 days.

ARTICLE 11 Permanent Substitute Bus Drivers

11.1 - Introduction

The number of Permanent Substitute Bus Drivers will be determined by the District and except as stipulated below, all the provisions of this Agreement shall be applicable to Permanent Substitute Bus Drivers currently employed by the District.

11.2 - Duties and Responsibilities

The duties and responsibilities of the Permanent Substitute Bus Drivers shall be as follows:

- A. As assigned, drive the A.M. and/or P.M. route of regular drivers who are absent, receiving that driver's A.M. and/or P.M. base hours.
- B. As a first priority, drive assigned Guilderland School District routes.
- C. On days that (B) can be covered by regular and non-permanent substitute drivers, and on a rotating basis, drive sport and field trips that originate during the hours of 6-9 A.M. and 1:30-4:30 P.M. prior to assignment of such trips to non-permanent substitute drivers.

It is understood that a Permanent Substitute Bus Driver may decline the sport or field trip when their name appears in the rotation; however, declining three (3) consecutive times will result in their name being removed from the rotation for a period of thirty (30) days.

- D. At all times when a Permanent Substitute Driver is on the clock but not driving, they shall perform work as assigned by the Transportation Supervisor or designee. Such work shall include but not be limited to bus washing and interior cleaning, window washing, sweeping, and other general cleaning as assigned. Refusal or failure to perform such tasks will result in a modification of the employee's schedule so that they will only sign in prior to the established beginning of driving time.

11.3 - Base Hours

The Base Hours of Permanent Substitute Bus Drivers will be no less than 4.5 hours per day. Shift and times will be determined by the District.

11.4 - Attendance Incentive

In the event a Permanent Substitute Bus Driver has no absences, he/she shall receive five (5) days' pay (Base Hours) at the end of the school year; one absence, four (4) days' pay at 80% of value; two days absence, three (3) days' pay at 60% of value; three absences, two (2) days' pay at 40% of value; and four days absence, one (1) day's pay at 20% of value.

ARTICLE 12 Bus Aides

- A. Any and all provisions of the Agreement which do not expressly exclude Transportation Aides/Monitors or which are not expressly limited to another category of employee shall be

deemed to include Transportation Aides/Monitors. For the purpose of leave and holidays, they shall be considered Transportation Department employees and subject to the same terms as bus drivers.

- B. If a new route becomes open, those Bus Aides/Monitors already employed by the District will have the right to bid on such route provided they meet the qualifications for the route as determined by the posting and/or IEP of the student(s) to whom they would be assigned.
- C. When an established route has been bid and awarded and the special needs student(s) regularly assigned to the bus is (are) absent, the Aide/Monitor will continue to render service at their regular rate of pay for up to five (5) consecutive days. The District will assign the affected Bus Aide/Monitor to other runs on any days that the special needs student(s) is absent. After five (5) consecutive days, the District will determine whether to continue the assignment of the Bus Aide/Monitor or whether it is necessary to implement a layoff. If the District determines the need to use layoff and the affected employee is not the least senior Bus Aide/Monitor, they shall have the right to bump the least senior Bus Aide/Monitor on a route that they meet the minimum qualifications as determined by the IEP of the student(s) on the route.
- D. Bus aides in training will be provided five full days of paid training at five hours per day. Additional time may be provided as needed for other training. Trainees' pay during this period will be at the Step 1 pay scale.
- E. All bus aides will be CPR trained.
- F. A Bus Aide shall have the same driving hours as the driver to which he/she is assigned as per the pupil transportation manual for Bus Aides. In addition, Bus Aides will be provided 15 minutes at the beginning of each run up to a maximum time of 30 minutes per day. Bus Aides are required to safety check all handicap equipment (car seats, harnesses) prior to and at the conclusion of every run. Bus Aides are also responsible for assisting the driver in keeping the interior of the bus clean.
- G. At the sole discretion of the District, a permanent five hour position, (title to be determined by the District), may be established to substitute for Bus Aides who are absent. In addition to substituting, the job responsibilities of this position will include such work as training, development of training materials, etc. If the individual in this position is required to work more than five hours on any given day, they will be paid their hourly rate for the additional time.

If this position is established, the District and Association agree to meet to clarify issues related to bidding and layoff and recall.

ARTICLE 13

Grievance Procedure

13.1 - Preamble

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint, or reprisal.

13.2 - Definitions

- A. Employee shall mean any person covered by this agreement.
- B. Employer shall mean the individual designated by the district to review and resolve grievances.
- C. Association or Union shall mean the Guilderland Central School District Unit of NEA/NY.
- D. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the employer, or those matters affecting employees' health or safety through physical facilities, materials or equipment furnished to the employees or supervision of employees.
- E. Department head shall mean the employee at the level of authority in the department wherein the grievance exists and who normally assigns and supervises the employee's work at the district level.
- F. Days shall mean all days other than Saturday, Sunday and Holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

13.3 - Rights of the Parties

- A. A hearing with the Administrator for Human Resources and Association representatives will be provided within five (5) working days of an individual's suspension or dismissal if requested by the affected employee. The District's decision cannot be further appealed through the grievance procedure except that unit members who have been employed by the District for at least a year and who are not otherwise entitled to rights under section 75 of the Civil Service law may appeal such decision to steps three and four of the procedure.
- B. Rights of Grievant
 - 1. The Grievant may select any representative(s) to assist them in the processing and/or preparing of grievances, except that no representative may be present from any other employee organization other than the Association.
 - 2. The Grievant shall have access to all written statements, records, and materials relating to the grievance. This excludes confidential personnel files of other employees.
- C. Rights of the Association
 - 1. The Association shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to this procedure.
 - 2. The Association shall have the right to submit briefs to support or refute allegation of any party in a grievance.
 - 3. The Association may have an observer at any hearing, conference, meeting held under this procedure where it would not be otherwise represented and shall be given reasonable notice of the time, date, place of the hearing, conference or meeting.

4. The Association may file a grievance in its own name.

D. Mutual Rights

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.. If the employer or representative fail to reach a decision within the required time period, the grievance shall be moved to the next level of the procedure.

13.4 - Presentation/Procedure

Step One:

- A. An employee(s) who claims to have a grievance shall present their grievance to their department head in writing within twenty days of its occurrence or when the employee becomes aware of it.
- B. The department head shall meet with the parties to resolve the grievance within three days. After the request for the meeting they shall render a decision in writing within three days thereafter, a copy of which is sent to both the employee and representative.

Step Two:

The aggrieved party, if not satisfied with the decision at step one, may within ten days request a review by the Administrator for Human Resources. Such request is to be in writing with a copy to the department head. The Administrator for Human Resources shall convene a hearing within ten days after receipt of the request for said hearing. The Administrator for Human Resources shall render a decision in writing, within five days after the hearing, copies to the aggrieved and representative.

Step Three:

The aggrieved party if not satisfied with the decision at step two, may, within five days, request in writing, a hearing before the Superintendent of Schools. Such request shall set forth all details of grievance and all decisions rendered at stages I and II of this procedure. The requested hearing shall be held within ten days after it is received and a decision shall be made within five days thereafter, copies of the decision to the aggrieved party and representative.

The aggrieved party may select either step four or step five within ten (10) days if not satisfied with the decision at step three. Once the aggrieved party selects and processes the grievance through either step four or step five, they waive the right to select the other step.

Step Four:

- A. The Association has the sole right to appeal an unsatisfactory decision at step three to the district Board of Education. The decision arrived at shall be final and binding upon both parties to the agreement.
- B. The Board of Education shall hold a hearing within twenty (20) days and shall render a decision within ten (10) days after the hearing has been concluded.
- C. The Board of Education shall have no power to add to, subtract from or change any of the

provisions of this agreement, nor to render any decision which conflicts with a law, regulation, directive or ordinance.

Step Five:

- A. The Association has the sole right to appeal an unsatisfactory decision at step three that may be defined as an alleged violation of the application, meaning, or interpretation of this agreement to arbitration by written notice to the Public Employees' Relations Board. No grievances may be filed regarding dismissal of an employee.
- B. The parties shall be bound by the rules of the Public Employees' Relations Board.
- C. The decision of the arbitrator shall be final and binding upon the parties.
- D. The arbitrator's decision shall be in writing and will set forth the findings, reasons and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision regarding the dismissal of an employee or which is violative of the terms of this agreement, nor shall the arbitrator have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this agreement.
- E. The cost for the services of the arbitrator will be borne equally by the district and the Association.

13.5 - Rules

13.5.1

All grievances shall be presented in accordance with procedures outlined in Article 13.

13.5.2

An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules, and may choose their own representative or appear alone in a grievance or appeal proceeding. The Association may be permitted entrance as observers to all such proceedings. Upon request, the Association will be provided with the decisions surrounding the case.

13.5.3

The grievance procedure provided in this agreement shall be the sole and exclusive means of presenting and resolving complaints or disputes regarding the application or interpretation of this agreement or any policy concerning wages, hours, and other terms and conditions of employment, except as otherwise provided herein.

13.5.4

Employees shall not leave their assigned duties to discuss or process grievances unless they have requested and received permission to do so from their supervisor. The employee shall notify their supervisor that he wishes time to enter a grievance. They shall be granted a reasonable time to meet with an officer or representative of the Association for the purpose of entering such grievance.

Article 14

Joint Committees

14.1 - Transportation Health and Safety Committee

The parties agree to establish a Transportation Health and Safety Committee for the purpose of discussing health and safety concerns within the Transportation Department and the carrying out of its responsibilities. The committee membership will include the Administrator for Human Resources, Transportation Management, Health and Safety Coordinator and members of the Association selected by the Association... The purpose of this committee will be to discuss and address health and safety concerns with the goal of dealing with them at the lowest level possible. It is understood that the members of this committee will have the authority to make decisions to implement practices which contribute to maintaining high standards for health and safety of Transportation Employees.

14.2 - Accident Review Committee

The parties agree to establish a Joint Labor Management Committee for the purpose of establishing an Accident Review Committee. The goal of the committee will be to establish guidelines for the creation and operation of an Accident Review Committee, develop guidelines for reviewing driving accidents by Association employees when driving District Vehicles and using Criteria from the National Safety Council, establish preventable accident types and the associated consequences. It is understood that any recommendations of this committee will not involve Association members making decisions which might result in discipline for other drivers.

Article 15

Omnibus Transportation Employee Testing Act of 1991

The Bus Dispatcher is added to the list of management personnel responsible for the implementation of the testing requirements under the Omnibus Transportation Employee Testing Act of 1991.

ARTICLE 16

Miscellaneous

16.1 Permanent Substitute Food Service Worker

Effective upon ratification, the District will hire one permanent 3-hour substitute food service worker to fill in as needed in the cafeteria. When such employee is not filling in for other absent workers, he/she may be assigned other work at the District's discretion.

16.2 Alternate Route Assignment System

The parties shall continue to explore an alternative route assignment system, which will provide a more stable environment for students.

ARTICLE 17

Terms of Agreement

17.1 - Waiver Clause

The parties acknowledge that during negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject concerned with collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of such right are set forth in this agreement. Therefore, the Board and the Association agree that the other party shall not be obliged to bargain collectively, for the duration of this agreement, with respect to any item not specifically referred to in this agreement.

17.2 - Severability Clause

- A. If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or any addition thereto shall not be affected.
- B. If a determination or decision is made as per "A" of this article, the original parties to this agreement shall convene for purposes of negotiating a satisfactory replacement for such article or part thereof.

17.3 - Statutory Clause

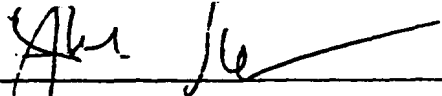
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

17.4 - Duration of Agreement

This agreement shall take effect as of July 1, 2002 , and on that day shall supersede all previous agreements between the Board and the Association, and shall remain in full force and effect until June 30, 2005 , and shall automatically renew itself from year to year thereafter unless the parties mutually agree to amend or terminate the same.

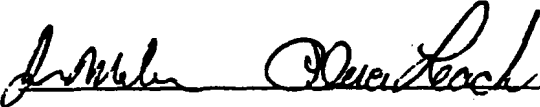
BOARD OF EDUCATION
GUILDERLAND CENTRAL SCHOOL DISTRICT

GUILDERLAND CENTRAL SCHOOL DISTRICT
UNIT OF THE NATIONAL EDUCATION
ASSOCIATION OF NEW YORK



Robert Pagano

11-26-2002



A. Hausman

Patricia Kay Buren
Kahn

Bonnie Martell

Appendix "A"
2002-2003

Step	Food Service	Cook	Bus Driver	Custodial Worker	Auto Mechanic Maintenance Mechanic Groundskeeper	Bus Aide	Permanent Substitute Bus	Bus Garage
					Messenger		Driver	Helper
1	\$8.96	\$9.59	\$12.93	\$10.53	\$13.11	\$8.40	\$11.56	\$10.15
2	\$9.09	\$9.76	\$13.15	\$10.68	\$13.34	\$8.52	\$11.73	\$10.39
3	\$9.35	\$10.21	\$13.74	\$11.20	\$13.94	\$8.86	\$11.99	\$10.64
4	\$9.63	\$10.66	\$14.36	\$11.71	\$14.57	\$9.18	\$12.26	\$10.89
5	\$9.88	\$11.13	\$15.00	\$12.22	\$15.21	\$9.51	\$12.52	\$11.14
6	\$10.15	\$11.60	\$15.61	\$12.73	\$15.84	\$9.84	\$12.78	\$11.38
7	\$10.42	\$12.05	\$16.23	\$13.23	\$16.47	\$10.17	\$13.04	\$11.63
8	\$10.68	\$12.55	\$16.90	\$13.77	\$17.15	\$10.49	\$13.30	\$11.94
9	\$11.04	\$13.22	\$17.66	\$14.75	\$17.92	\$11.18	\$13.70	\$12.11
10	\$12.01	\$14.37	\$18.93	\$16.00	\$19.24	\$12.02	\$14.46	\$12.53

Appendix "A"
2003-2004

Step	Food Service	Cook	Bus Driver	Custodial Worker	Auto Mechanic Maintenance Mechanic Groundskeeper	Bus Aide	Permanent Substitute Bus	Bus Garage
					Messenger		Driver	Helper
1	\$9.14	\$9.78	\$13.18	\$10.74	\$13.37	\$8.57	\$11.78	\$10.35
2	\$9.27	\$9.95	\$13.41	\$10.89	\$13.60	\$8.69	\$11.96	\$10.59
3	\$9.54	\$10.41	\$14.01	\$11.42	\$14.22	\$9.03	\$12.23	\$10.85
4	\$9.82	\$10.87	\$14.64	\$11.94	\$14.86	\$9.36	\$12.50	\$11.10
5	\$10.08	\$11.35	\$15.29	\$12.46	\$15.51	\$9.69	\$12.77	\$11.36
6	\$10.35	\$11.83	\$15.92	\$12.98	\$16.15	\$10.04	\$13.04	\$11.61
7	\$10.63	\$12.29	\$16.55	\$13.49	\$16.79	\$10.37	\$13.29	\$11.86
8	\$10.89	\$12.80	\$17.24	\$14.04	\$17.48	\$10.70	\$13.56	\$12.18
9	\$11.26	\$13.48	\$18.01	\$15.04	\$18.27	\$11.40	\$13.97	\$12.35
10	\$12.25	\$14.65	\$19.31	\$16.32	\$19.62	\$12.26	\$14.74	\$12.78

Appendix "A"
2004-2005

Step	Food Service	Cook	Bus Driver	Custodial Worker	Auto Mechanic Maintenance Mechanic Groundskeeper	Bus Aide	Permanent Substitute Bus	Bus Garage
					Messenger		Driver	Helper
1	\$9.36	\$10.02	\$13.51	\$11.01	\$13.70	\$8.78	\$12.08	\$10.60
2	\$9.50	\$10.20	\$13.74	\$11.17	\$13.94	\$8.91	\$12.26	\$10.86
3	\$9.78	\$10.67	\$14.36	\$11.71	\$14.57	\$9.26	\$12.53	\$11.12
4	\$10.06	\$11.15	\$15.01	\$12.24	\$15.23	\$9.60	\$12.81	\$11.38
5	\$10.33	\$11.63	\$15.67	\$12.77	\$15.90	\$9.94	\$13.09	\$11.64
6	\$10.60	\$12.12	\$16.32	\$13.31	\$16.55	\$10.29	\$13.36	\$11.90
7	\$10.89	\$12.60	\$16.97	\$13.83	\$17.21	\$10.63	\$13.63	\$12.15
8	\$11.17	\$13.12	\$17.67	\$14.39	\$17.92	\$10.97	\$13.90	\$12.48
9	\$11.54	\$13.82	\$18.46	\$15.42	\$18.73	\$11.69	\$14.32	\$12.66
10	\$12.56	\$15.02	\$19.79	\$16.72	\$20.11	\$12.57	\$15.11	\$13.10

APPENDIX "B"

DIFFERENTIALS

Rates Per Hour

Elementary Schools

<u>Head Custodians</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Altamont	\$.40	\$.40	\$.41
Guilderland, Lynnwood, Westmere, Pine Bush	\$.48	\$.49	\$.50

Middle School/High School

Head Custodian	\$.77	\$.79	\$.81
Assistant (Eve.)	\$.49	\$.50	\$.51
Lead Auto Mechanic	\$.51	\$.52	\$.53

LONGEVITY

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
<u>Step 1</u>			
Upon completion of ten years of service or per eligibility clause Article VIII, Section 8.1 (B.2))	\$.41	\$.42	\$.43
<u>Step 2</u>			
Upon Completion of twenty years of service or per eligibility clause Article VIII, Section 8.1(B.2))	\$.76	\$.78	\$.80

APPENDIX "C"

Support Staff Evaluation Form (Transportation, Building and Grounds, Food Service)

Instructions:

1. Review employee's performance on the basis of the job expectations for the position to which the employee is assigned. Rate the employee on how well the requirements of the job are fulfilled.
2. Place a check in the box that summarizes the employee's performance in that factor since the last appraisal (or date of hire if this is the employee's first review).
3. After rating the employee on each factor, enter appropriate comments to support your rating. Ratings of *Outstanding* or *Unsatisfactory* must contain supporting comments.
4. Ratings of *Unsatisfactory* must include an attached plan for improvement. A follow-up review must be conducted within two months of an Unsatisfactory review.
5. The employee should be encouraged to attach comments regarding their reaction to the ratings and future goals in their present position.

SUPPORT STAFF EVALUATION FORM
(Transportation, Building and Grounds, Food Service)

Employee
Name _____ Title _____

Department _____ Date of Review _____ Date of Last Review _____

Employee Status: ☐ Permanent ☐ Probationary (If Probationary) Recommendation for
continued Employment ☐ Yes ☐ No

Rating Scale: **Outstanding**--far exceeds requirements the job.
Very good--usually exceeds job requirements.
Satisfactory--meets all job requirements.
Unsatisfactory--falls below requirements of the job.

Job Knowledge. The adequacy of the employee's skills. Employee's understanding of normal job requirements. Employee's ability to learn new skills and efforts to keep skills current.			
<input type="checkbox"/> Outstanding	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory

Supporting Comments:

Quality of Work. The employee's neatness, thoroughness, accuracy, initiative and care in completing work assignments.			
<input type="checkbox"/> Outstanding	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory

Supporting Comments: _____

Quantity of Work. Employee's ability to meet work schedules and maintain output of work under normal conditions.

___ Outstanding

___ Very Good

___ Satisfactory

___ Unsatisfactory

Supporting Comments:

Work Habits. Employee's attendance, dependability and willingness to follow procedures.

___ Outstanding

___ Very Good

___ Satisfactory

___ Unsatisfactory

Supporting Comments:

Job Attitude. Employees interest, enthusiasm, acceptance of responsibility, cooperation with supervisor and fellow employees, and ability to react appropriately to changing work conditions.

___ Outstanding

___ Very Good

___ Satisfactory

___ Unsatisfactory

Supporting Comments:

EVALUATOR: I have discussed all items reviewed on this form with the named employee. If any ratings have been marked Unsatisfactory, a plan for improvement is attached and the employee has been informed that a follow-up evaluation will be conducted within two months of this review.

EMPLOYEE: I have seen and reviewed the evaluation. All items covered have been discussed with me. I have been encouraged to attach comments regarding my reaction to ratings and future goals in this position. I realize that my signature does not imply that I am in agreement with the evaluation..

Evaluator's Signature

Date

Employee's Signature

Date

APPENDIX "D"

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE GUILDERLAND CENTRAL SCHOOL DISTRICT, THE GUILDERLAND CENTRAL SCHOOL DISTRICT UNIT OF THE NATIONAL EDUCATION ASSOCIATION OF NEW YORK, THE NON-INSTRUCTIONAL SUPERVISORS UNIT AND INDIVIDUAL EMPLOYEES GUY LINDEMANN AND FLOYD DEDERICK.

The purpose of this agreement is to remove the title of Head Custodian from the GCSD Unit of the NEA/NY and place it into the **GCSD Non-Instructional Supervisors Unit**.

The terms of this agreement are as follows:

1. The position of "Head Custodian" shall be placed into the Non-Instructional Supervisors Unit and remain in that unit.
2. The parties agree that the position of Night Custodial Supervisor will be placed in the GCSD Non-Instructional Supervisors Unit.
3. The current individual employees filling such position shall be permitted at their option, for as long as they remain employees of the District, to remain affiliated with the local association and it's affiliates for the purpose of representation only. Upon retirement of these employees, such affiliation right shall return to the Non-Instructional Supervisors Unit.
4. The individual salaries of the two-position incumbents shall be improved in each year by the average general raise provided to the two units mentioned herein.
5. For the duration of their employment with the school district, the incumbent head custodians shall be saved harmless with respect to their current rights and benefits with the district, and further, will enjoy any benefit enhancements or improvements negotiated by either of the two units mentioned above.
6. Upon the individual retirements of the incumbent head custodians, the bargaining rights associated with their position of "head custodian" shall thereafter become the purview of the Non-Instructional Supervisors Unit.
7. The present building assignments and job descriptions of the head custodian shall not be changed as a result of this agreement.
8. Current practice with regard to overtime assignments and building checks will not be changed by this agreement.
9. The incumbent head custodians shall retain all of the seniority, lay-off and recall, promotion, and transfer rights that they enjoyed as members of the GESP unit.

For the Guilderland Central School District: For the Non-Instructional Supervisors Unit:

For Floyd Dederick:

For Guy Linderman:

For the Guilderland Central School District
Unit of the NEA of New York:
